

By


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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing document were served to the Parties
by facsimile on October 4, 1996.


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Table 2

	<u>ZONE 1</u> <u>Prop. Rate</u>	<u>ZONE 2</u> <u>Prop. Rate</u>	<u>ZONE 3</u> <u>Prop. Rate</u>
<u>Unbundled Loops</u>			
2-wire VG Analog Loop (8db)	\$16.95	\$27.10	\$42.65
Basic Rate Interface Loop (2-wire)	\$44.40	\$69.70	\$84.35
Primary Rate Interface Loop (4-wire)	\$135.25	\$152.15	\$167.10
<u>Cross Connects</u>			
Analog Loop-MDF to:			
Cage (Same C.O.)			
2-wire cross connect	\$2.15	\$2.15	\$2.15
4-wire cross connect	\$4.20	\$4.20	\$4.20
Cage (Interoffice)			
2-wire cross connect	\$5.05	\$5.05	\$5.05
4-wire cross connect	\$6.80	\$6.80	\$6.80
SWBT Multiplexer			
2-wire cross connect	\$5.05	\$5.05	\$5.05
4-wire cross connect	\$6.80	\$6.80	\$6.80
Digital Loop-MDF to:			
Cage (Same C.O.)			
2-wire BRI	\$2.15	\$2.15	\$2.15
4-wire PRI	\$11.35	\$11.35	\$11.35
Cage (Interoffice)			
2-wire BRI	\$12.10	\$12.10	\$12.10
SWBT Multiplexer			
2-wire BRI	\$12.10	\$12.10	\$12.10
<u>Local Switching</u>			
Per Originating or Terminating MOU	\$0.005510	\$0.006728	\$0.006841
Port Change Per Month			
Analog Port	\$3.40	\$3.40	\$3.40
BRI Port	\$6.70	\$6.70	\$6.70
PRI Port	\$198.70	\$198.70	\$198.70
<u>Tandem Switching Per MOU</u>	\$0.002795	\$0.002795	\$0.002795
<u>Interoffice Transport</u>			
Common Transport per MOU	\$0.000511	\$0.000399	\$0.000047
Dedicated Transport			
VG: Flat-Rate	\$17.46	\$17.46	\$17.46
Per Mile	\$1.12	\$1.12	\$1.12

Table 2

	<u>ZONE 1</u> <u>Prop. Rate</u>	<u>ZONE 2</u> <u>Prop. Rate</u>	<u>ZONE 3</u> <u>Prop. Rate</u>
DS1: Flat-Rate	\$51.30	\$51.30	\$51.30
Per Mile	\$17.70	\$17.70	\$17.70
DS3: Flat-Rate	\$815.00	\$815.00	\$815.00
Per Mile	\$118.00	\$118.00	\$118.00
<u>Loop Conditioning</u>	\$6.85	\$6.85	\$6.85

Table 6 (on page 38)

	<u>ZONE 1</u> <u>Prop. Rate</u>	<u>ZONE 2</u> <u>Prop. Rate</u>	<u>ZONE 3</u> <u>Prop. Rate</u>
<u>Local Switching</u>			
Per Originating or Terminating MOU	\$0.005510	\$0.006728	\$0.006841
Port Change Per Month			
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BRI Port	\$6.70	\$6.70	\$6.70
PRI Port	\$198.70	\$198.70	\$198.70
<u>Tandem Switching Per MOU</u>	\$0.002795	\$0.002795	\$0.002795
<u>Interoffice Transport</u>			
Common Transport per MOU	\$0.000511	\$0.000399	\$0.000047
Dedicated Transport			
VG: Flat-Rate	\$17.46	\$17.46	\$17.46
Per Mile	\$1.12	\$1.12	\$1.12
DS1: Flat-Rate	\$51.30	\$51.30	\$51.30
Per Mile	\$17.70	\$17.70	\$17.70
DS3: Flat-Rate	\$815.00	\$815.00	\$815.00
Per Mile	\$118.00	\$118.00	\$118.00

EXHIBIT C

Services Not Offered For Resale

BDS/LAN

Customer Provided Equipment

Customized Billing Reports

Inline Products

Inside Wiring Products

Semi-Public Telephone Booths and Enclosures

911 Universal Emergency Number Equipment

EXHIBIT C

1. Available for Resale at Existing Rates

The Parties have agreed that the following services will be made available for resale by SWBT to all LSPs at the tariff rate for each such service (or in the event that such service is not tariffed, at the rate charged to end-user customers, except as otherwise noted):

- Construction Charges
- Connections with Terminal Equipment and Communications Systems
- Maintenance of Service Charges
- Suspension Services¹
- Telecommunications Service Priority Systems
- Access Services
- Exchange Interconnection Services
- Wireless Carrier Interconnection Services
- Services Offered Exclusivity to Accredited Educational Institutions

2. Available for Resale at Five Percent (5%) Discount

The Parties have agreed that the following services will be made available for resale by SWBT to all LSPs at a discount of five percent (5%) off of the tariff rate (or in the event that such service is not tariffed, at the rate charged to end-user customers, except as otherwise noted):

- Bill Plus
- Consolidated Billing

¹Suspension of Service discounts apply to the discounted rate for the underlying service.

EXHIBIT C

3. Available for Resale at Wholesale Discount

The Parties have agreed that the following services will be made available for resale by SWBT to all LSPs at the wholesale discount rate ordered by the Missouri Public Service Commission in this proceeding.

- A. All services identified or referred to on Revised Attachment 3 to Mr. Daniel Jackson's testimony filed in this proceeding on October 1, 1996.
- B. In addition to those services identified or referenced in 3(A) above, the following services will be made available for resale by SWBT to all LSPs:
 - 1. Enhanced Directory Listings;
 - 2. Prepaid Card;
 - 3. Any other Telecommunications Service provided to SWBT's end user customers on a retail basis that are not telecommunications carriers subsequently identified by any Party which has not been included in Exhibit A or Exhibit B of this Stipulation.

MISSOURI SERVICE BY SERVICE AVOIDED COST STUDY RESULTS

	<u>COST SAVINGS</u> <u>(% OF REVENUE)</u>
RESIDENCE	
LINES	9.15%
OPTIONAL EXCHANGE SERVICES	-0.66%
CALL MANAGEMENT SVCS	3.62%
CALLER ID SERVICES	3.18%
OTHER VERTICAL SERVICES	25.41%
REMOTE CALL FORWARDING	14.47%
WIDE AREA TELEPHONE SVC.	7.95%
TOLL OPTIONAL CALLING PLANS	0.05%
MTS	0.03%
OPERATOR SERVICES	
OPERATOR SERVICES	-1.50%
BUSINESS	
LINES	-0.39%
OPTIONAL EXCHANGE SERVICE	-0.45%
CALL MANAGEMENT SVCS	0.31%
CALLER ID SERVICES	1.68%
OTHER VERTICAL SERVICES	2.76%
REMOTE CALL FORWARDING	1.56%
WIDE AREA TELEPHONE SVC.	1.94%
TOLL OPTIONAL CALLING PLANS	4.22%
MTS	-2.20%
PLEXAR 1	16.42%
DIGITAL LINK SERVICES	15.80%
PLEXAR 2	17.68%
TRUNKS	-0.16%
IDSN	5.57%
ANALOG PRIVATE LINE	-1.51%

COST OF NETWORK ELEMENTS

A. Loop elements

Missouri SOUTHWESTERN BELL - MO

	0 - 5 lines/eq. mi.	5 - 200 lines/eq. mi.	200 - 650 lines/eq. mi.	650 - 850 lines/eq. mi.	850 - 2350 lines/eq. mi.	> 2350 lines/eq. mi.	Totals
Loop Distribution (including NID)							
Annual Cost	\$ 8,073,472	\$ 95,851,231	\$ 34,714,519	\$ 9,710,658	\$ 51,237,732	\$ 83,302,769	\$ 282,956,423
Unit Cost/month	\$ 4.10	\$ 25.23	\$ 10.07	\$ 7.83	\$ 6.00	\$ 5.04	\$ 8.38
Loop Concentration							
Annual Cost	\$ 913,819	\$ 12,632,740	\$ 8,669,747	\$ 2,646,037	\$ 19,803,292	\$ 28,937,830	\$ 74,021,562
Unit Cost/month	\$ 0.16	\$ 3.32	\$ 2.67	\$ 2.13	\$ 2.27	\$ 1.77	\$ 2.20
Loop Feeder							
Annual Cost	\$ 987,814	\$ 12,812,651	\$ 8,136,409	\$ 2,181,515	\$ 20,862,279	\$ 45,809,310	\$ 91,200,810
Unit Cost/month	\$ 0.50	\$ 3.37	\$ 2.66	\$ 2.36	\$ 2.37	\$ 2.10	\$ 2.71
Total Loop							
Annual Cost	\$ 9,980,865	\$ 121,304,080	\$ 51,720,669	\$ 15,438,203	\$ 91,763,323	\$ 158,069,909	\$ 449,278,734
Unit Cost/month	\$ 0.27	\$ 31.82	\$ 16.01	\$ 12.64	\$ 10.64	\$ 8.66	\$ 13.30
Total lines	12,363	316,663	287,155	101,764	725,941	1,365,203	2,809,994
Total lines served by DLC	11,760	243,837	187,446	80,077	398,608	586,562	1,485,351

Unit Cost

Units

Annual Cost

End office switching

1. Port
2. Usage

Signaling network elements

1. Links
2. STP
3. SCP

Transport network elements

1. Dedicated

Switched

2. Common
3. Tandem switch

Operator systems

Total

Total cost of switched network elements

\$ 116,204,383							
\$ 34,881,318	2,259,281 switched lines				1.29 per line/month		
\$ 81,343,075	10,458,818,368 minutes				0.0021 per minute		
\$ 3,815,863	463 links				26.97 per link per month		
\$ 148,900					0.00006 per signaling message		
\$ 1,696,212	31,724,249,259 TCAP+ISUP messages				0.00004 per signaling message		
\$ 1,770,756	2,055,579,400 TCAP messages						
\$ 47,631,468	601,594 links				4.87 per DS-0 equivalent/month		
\$ 19,035,717	251,868				0.00050 per minute		
\$ 32,817,751	549,733						
\$ 4,279,329	2,516,257,700 minutes				0.00170 per minute per leg (avg or term)		
\$ 4,011,264	2,133,656,100 minutes				0.0018 per minute		
\$ 4,130,962							
\$ 622,594,248							
\$ 18.74 per line/month							

Interstate Toll DEMs	2,468,219,710				
Intrastate Toll DEMs	7,107,419,949				
Common Transport MOU					
Local	396,127,963	W/O OS usage			
Intrastate Toll	602,443,859				
Intrastate Toll	1,421,485,690				
Intrastate Toll	2,510,367,763				
Intrastate Intrastate Calls	177,143,000	51.62% SOCCC message counts			
Intrastate Intrastate Calls	144,009,000	48.38%			
Intrastate Intrastate Calls	345,152,000				
Calculation of EO Usage					
Local DEMs, incl OS	37,570,459,470	trunk port usage	47,614,831,804		
Intrastate Local DEMs	97,294,268,040	78.0% of total DEMs			
Intrastate Local Actual Min	8,547,194,030	Dedicated Transport MOU			
Intrastate Local Actual Min	20,276,064,810	Local, W/O OS	9,480,634,856		
Intrastate Toll Actual Min	9,469,219,750	Intrastate Toll	716,150,104		
Intrastate Toll Actual Min	7,107,419,949	Intrastate Toll	9,143,360,541		
Intrastate Toll Actual Min	29,483,911,348		19,540,133,501		
Tandem Switch MOU		Dedicated Trunk-SW	162,115		

STATE OF MISSOURI

PUBLIC SERVICE COMMISSION

TRANSCRIPT

CASE NO. : TO-97-40

In the matter of AT&T Communications of the Southwest, Inc.'s petition for arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 to establish an interconnection agreement with Southwestern Bell Telephone Company.

CASE NO. : TO-97-67

In the matter of the petition of MCI Telecommunications Corporation and its affiliates, including MCIMetro Access Transmission Services, Inc., for arbitration and mediation under the Federal Telecommunications Act of 1996 of unresolved interconnection issues with Southwestern Bell Telephone Company.

DATE : OCTOBER 15, 1996

PAGES : 979 TO 1228, INCLUSIVE (INDEX: 1225-1228)

VOLUME NO.: SEVEN

1 record and come back at 1:30.

2 (The lunch recess was taken.)

3 (EXHIBIT NO. 76 WAS MARKED FOR
4 IDENTIFICATION BY THE REPORTER.)

5 (Witness sworn.)

6

7

NETWORK ISSUES

8 ALJ ROBERTS: Good afternoon, ladies and
9 gentlemen. We're back on the record after our lunch
10 recess. Before we begin, I will note for the record -- and
11 I believe we addressed this immediately before we went off
12 the record -- that witnesses Cornell, Avera, and Adair will
13 not be appearing.

14 It's my understanding that we need to
15 address admission on the record of Exhibits No. 21 and 22,
16 which are the direct and rebuttal testimony respectively of
17 Avera; No. 29 which would be testimony of Adair; and No. 43
18 which is testimony of Cornell. Is there any objection to
19 the admission of those exhibits?

20 (No response.)

21 ALJ ROBERTS: Hearing none, those four
22 exhibits will be admitted.

23 (EXHIBIT NOS. 21, 22, 29, AND 43 WERE
24 RECEIVED IN EVIDENCE.)

25 ALJ ROBERTS: It's also my understanding

1 that during the break Mr. Davis supplied the copies of
2 Exhibit No. 76. The parties should have that as well. And
3 I believe that exhibit was admitted on the 11th.

4 At this time the witness Russell has taken
5 the stand and has been sworn. I believe this is MCI's
6 witness. You may proceed.

7 MR. LUMLEY: Thank you, your Honor
8 JOANN RUSSELL, being first duly sworn, was examined and
9 testified as follows:

10 DIRECT EXAMINATION BY MR. LUMLEY:

11 Q. Will you state your full name, please?

12 A. Joann Russell.

13 Q. And give your address.

14 A. 2250 Lakeside Boulevard, Richardson, Texas.

15 Q. Ma'am, do you have before you prepared
16 direct and rebuttal testimony that you've presented in this
17 case?

18 A. Yes, I do.

19 Q. And that's Exhibits 56 and 57 for the
20 record. Do you have any corrections or changes to that
21 testimony?

22 A. No, I do not.

23 Q. And if I asked you those questions set
24 forth in that prepared testimony today, would your answers
25 be the same as set forth in those documents?

1 A. Yes, they would.

2 MR. LUMLEY: Move for admission of
3 Exhibits 56 and 57 and tender the witness for
4 cross-examination.

5 ALJ ROBERTS: Is there any objection to the
6 admission of those exhibits?

7 MR. BUB: Yes, your Honor. We do have an
8 objection to the admission of the white paper that's
9 referenced in the direct testimony. I believe it's labeled
10 Exhibit JR-1. Our objection is on two grounds.

11 First, Ms. Russell says that this white
12 paper is her testimony. Well, it's really not. It's that
13 of other people who wrote the paper. And if it is her
14 testimony, it's really not in the correct format of
15 testimony.

16 The second ground is that it's hearsay.
17 Ms. Russell didn't prepare the paper. Eight other people
18 did. Those eight others aren't under oath. They're not
19 present here in this courtroom, and they're not available
20 for cross-examination. We think the whole paper is
21 hearsay, and you know, we would move to strike it.

22 In other cases in this proceeding the
23 Commission has admitted other papers on the grounds that
24 those were the basis for people's expert opinion. Well,
25 here Ms. Russell in her direct testimony isn't expressing

1 any opinion. So we don't see how this white paper could be
2 the basis for an expert opinion when no opinion has been
3 offered.

4 ALJ ROBERTS: All right. Mr. Lumley?

5 MR. LUMLEY: In response, Judge, we would
6 present that, first of all, she has said in her sworn
7 testimony that it is her testimony. She's not presenting
8 it as the work of others, but she's presenting it as
9 statements that she adopts as her own and has sworn to its
10 accuracy and is here to be cross-examined about it. So
11 it's not hearsay. It's just a different written
12 presentation of information that she's providing to the
13 Commission.

14 Secondly and probably more importantly,
15 given that we're involved in an arbitration to present
16 information to this Commission, to move forward the
17 discussions between the parties, we fail to see how
18 elimination of information on a substantial issue in the
19 case, which I think AT&T's counsel identified in opening
20 statement as the most important issue to them, the
21 electronic access -- the electronic interface access issue,
22 how that could possibly help us move forward in this case
23 by keeping MCI's position from the Commission.

24 ALJ ROBERTS: Thank you. Mr. Bub, what's
25 the rule, I think, you often cite to me?

1 MR. BUB: Whether or not it's wholly
2 irrelevant?

3 ALJ ROBERTS: 567.070 sub-part 11, I
4 think. It doesn't have to be relevant to be admissible; it
5 just can't be wholly irrelevant --

6 MR. BUB: That's the rule.

7 ALJ ROBERTS: -- I think is what you've
8 often told me. It remains to be seen how relevant this is
9 to the issue, but I'm not -- I'm certainly not convinced
10 that it's wholly irrelevant. And I do think due to the
11 nature of the arbitration, that we would be better off to
12 go ahead and let it in. And for that reason, your
13 objection will be overruled. Are there any other
14 objections to the admission of Nos. 56 and 57?

15 MR. BUB: No, your Honor.

16 ALJ ROBERTS: Hearing none, those will be
17 admitted with the objections noted for the record from
18 Southwestern Bell.

19 (EXHIBIT NOS. 56 AND 57 WERE RECEIVED IN
20 EVIDENCE.)

21 ALJ ROBERTS: Just a moment, please. I
22 think this worked -- on Friday I asked a few questions
23 before I even turned it over to the attorneys, and I may do
24 that again, since you could get your cross and recross in
25 all at once. So if I may, let me ask you a couple of

1 questions before the attorneys start on you.

2 QUESTIONS BY ALJ ROBERTS:

3 Q. On page 2 of your rebuttal testimony, I
4 believe, you indicate that MCI will be forced to develop
5 multiple software packages in order to validate bills for
6 payment if SWBT renders bills to MCI in proprietary
7 format. Does that ring a bell?

8 A. Yes, it does.

9 Q. Okay. However, you also indicate that MCI
10 can adapt its access billing validation software to handle
11 the order and billing form recommended for standard local
12 bills. So if both -- well, if both software modifications
13 will require additional expense on MCI's part, can you
14 estimate the costs for those software developments or the
15 software changes?

16 A. I cannot estimate the cost. I can expand a
17 little further about the differences in the software.

18 Q. If you would like to do that, why don't you
19 go ahead? You may need to pull that microphone a little
20 closer to you, if you would, please.

21 A. Is that better?

22 Q. Yes.

23 A. Okay. The differences in the software in
24 what Southwestern Bell proposes in the EBI format, today
25 MCI does not have any validation software that would

1 accommodate the validation of a bill that we should receive
2 in the addition EBI format; versus today, in the access
3 arena, we have validation software that, with very minor
4 changes, can be adapted to use to validate the bills that
5 come to us on interconnection, unbundling, and resale.

6 Q. Okay. You go on to indicate that two other
7 LECs would be providing CABS, C-A-B-S, billing format to
8 the LSPs. Which LECs are these? In what area?

9 A. NYNEX in the east, on the east coast
10 providing a CABS bill. What they're offering to the
11 resellers and the LSPs is a CABS billing data format,
12 meaning that they actually will be doing their reselling
13 billing out of their CRIS system, but they will modify it
14 and produce a CABS formatted bill, which is what the OBF,
15 or ordering and billing format, has proposed.

16 Pacific Bell in the west will be choosing
17 CABS to bill resale unbundling and also interconnection.
18 Right now they are billing some of their resale, and they
19 will be, by the end of the year, be billing everything else
20 on the actual CABS bill.

21 Q. You used a term while ago. Was that CRIS?

22 A. CRIS.

23 Q. What's that?

24 A. CRIS is an end user billing system that is
25 used by some of the LECs to bill end users.

1 Q. So that we get that on the record, how do
2 you spell that?

3 A. C-R-I-S, customer records information
4 system, I believe.

5 Q. All right. Thank you. You also describe
6 MCI's access methods to customer service records, customers
7 of Pacific Bell. Has this limitation to non-real time
8 access to those customer service records hindered MCI's
9 ability to order services in order to compete with Pac
10 Bell?

11 A. Yes, it has. What we have to do today in
12 order to see a customer service record is actually request
13 a change through Pacific Bell, and in doing that, we're
14 issuing a first order for a change. Once we see the
15 customer service record, and then we get back on the line
16 with the customer and actually make the sale to the
17 customer and issue a second order to be able to establish
18 service or convert the service over.

19 Q. You say when you get back on the line with
20 a customer?

21 A. Yes.

22 Q. Is this all in one transaction?

23 A. It can be. Unfortunately, it takes a time
24 for us to get a CSR back, because we are not real time.
25 Generally it takes two telephone calls by our customer care

1 reps.

2 Q. When you say it takes a time, what kind of
3 time?

4 A. To my -- I'm not exactly sure how long it
5 takes specifically. Whether it's an hour, two hours, I
6 don't know that.

7 Q. All right. In your testimony you also
8 stated that real time electronic interfaces will not be
9 available for some time. Is there some alternate or
10 interim way to accomplish this? I mean, is there some
11 alternative that should either be mandated or recommended
12 by the Commission? Is that what your proposal would be?

13 A. I think what I'm actually referencing there
14 is that when I say electronic interfaces won't be ready for
15 some time, is I'm looking at more through a gateway type
16 service, where we would enter through a gateway into
17 Southwestern Bell's gateway and go through. I'm not saying
18 that interim solutions cannot be arrived at, because I
19 believe that they can be.

20 ALJ ROBERTS: All right. Thank you very
21 much. Questions, including questions based upon those
22 questions from the bench. I think the witness first goes
23 to Southwestern Bell, Mr. Bub.

24 MR. BUB: Thank you, your Honor.

25 CROSS-EXAMINATION BY MR. BUB:

1 Q. Ms. Russell, were you present in the
2 courtroom when AT&T witness Nancy Dalton testified?

3 A. I was this morning, yes.

4 Q. Okay. Did you hear her testify that once
5 the Commission decided a disputed issue in this
6 arbitration, it would then be up to the parties to take
7 that ruling and develop acceptable contract language to
8 implement that ruling?

9 A. Yes. I did hear that.

10 Q. And then she also testified that then the
11 parties would present that completed agreement to the
12 Commission for approval. Did you hear that one too?

13 A. Yes. I did hear that.

14 Q. Would you agree that this approach would be
15 a reasonable one for the Commission to adopt here?

16 A. Yes, I would.

17 Q. I'd like to turn your attention to the
18 proposed agreement that's attached to your direct testimony
19 as JR-2.

20 A. Uh-huh.

21 Q. I have a few questions about that.

22 A. Okay.

23 Q. On the first page, page 1, I notice in the
24 second line that there's a blank actually where it's
25 supposed to insert date, and on the fourth line there's

1 another blank. It says insert state of incorporation. And
2 I also notice that there is, on the fourth line, a
3 reference to ILEC.

4 Are these blanks and this generic reference
5 to ILEC blanks that would be filled in later with a date,
6 State of Missouri, and Southwestern Bell Telephone
7 Company's name? Is that your intent?

8 A. That is our intent.

9 Q. Okay. So these blanks just indicate that
10 this is MCI's generic agreement?

11 A. Yes, it does.

12 Q. And this is the same agreement that you've
13 presented to other incumbent local exchange carriers?

14 A. Yes, it is.

15 Q. I'd like to turn your attention to page 3
16 of the agreement, specifically to paragraph 2.3, and I'll
17 do a little paraphrasing here. In this provision it says
18 in the event the ILEC, which is the incumbent local
19 exchange carriers, require any government authority or
20 agency to file a tariff or to make another similar filing
21 in connection with the performance of any action that would
22 otherwise be governed by this agreement, the incumbent
23 local exchange carrier shall, one, consult with MCI
24 reasonably in advance of such filing about the form and
25 substance of such filing; and two, provide MCI's proposed

1 tariff and obtain MCI's agreement on the form and substance
2 of such tariff prior to filing.

3 Is this MCI's position that the Commission
4 would want -- that MCI would want the Commission to adopt
5 in this proceeding?

6 A. It is the position that MCI would want the
7 Commission to adopt. Of course, we have to consider that
8 government authority would overrule anything that would be
9 in the contract and would come first.

10 Q. Okay. This language isn't something that
11 Southwestern Bell has agreed to, is it?

12 A. Not to my knowledge, no.

13 Q. Okay. And this issue of whether or not
14 this type of contract provision would be appropriate hasn't
15 been presented or listed as an issue in the hearing
16 memorandum in this case?

17 A. No, it has not.

18 Q. Okay. And there hasn't been any testimony
19 presented by you why this type of contract provision would
20 be appropriate, has there?

21 A. No, there has not been.

22 Q. Or by any other MCI witness?

23 A. Not that I am aware of.

24 Q. Okay. Later down on that same page we see
25 term of agreement where the period's left blank. There's

1 been no agreement between AT&T -- excuse me, strike that,
2 between MCI and Southwestern Bell on term, has there?

3 A. No, there has not been.

4 Q. Okay. And you're not asking the Commission
5 to set a specific contract term, are you?

6 A. No, we are not.

7 Q. On page 5 of the agreement, top of the
8 page, Section 7, governing law, could you turn to that
9 please?

10 A. Yes.

11 Q. I notice that this is also left blank
12 where, in this agreement, there's no reference as to which
13 state law applies. Is that correct?

14 A. That is correct.

15 Q. And you're not asking the Commission to
16 make a ruling on which state law should apply in this
17 agreement, are you?

18 A. No, we are not.

19 Q. Okay. And you haven't presented that as an
20 issue in the hearing memorandum. Is that correct?

21 A. No, we have not.

22 Q. Or presented any testimony on that
23 contract --

24 A. No, we have not.

25 Q. Okay. Let's move on to Section 11 on

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